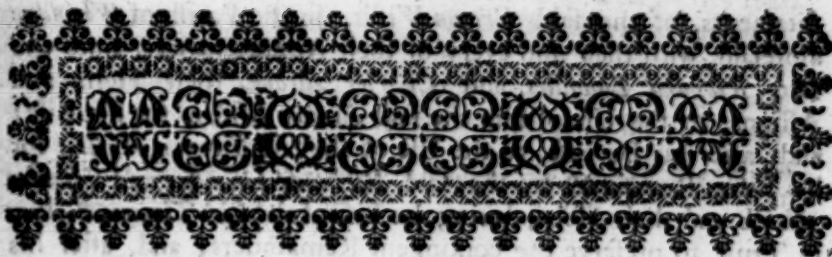


*Great Brit. Geo. II*  
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*An ACT for Selling a Messuage and Lands in Whaddon, in the County of Bucks, settled by the late Brown Willis, Esquire, on the Marriage of his Son ; and for Purchasing another Estate in lieu thereof, to be settled to the same Uses.*



**B**ereas by Indentures of Lease and Release, bearing Date respectively the Ninth and Tenth Days of February One thousand Seven hundred and Forty-seven, between *Brown Willis* of *Whaddon Hall*, in the County of *Bucks*, Esquire, of the First Part ; *Thomas Willis*, Esquire, eldest Son and Heir apparent of the said *Brown Willis*, of the Second Part ; *Frances Robinson* of *Broughton*, in the County of *Bucks*, Spinster, of the Third Part ; *Richard Lowndes* of *Winslow*, in the County of *Bucks*, Esquire, *Charles Alcock* of *Loddington*, in the County of *Northampton*, Esquire, *John Robinson* of *Cransley*, in the said County of *Northampton*, Esquire, and *Sir Charles Bagot Chester* of *Chebeley*, in the said County of *Bucks*, Baronet, of the Fourth Part ; in Consideration of a Marriage then intended, and soon after had and solemnized, between the said *Thomas Willis* and *Frances Robinson*, now *Frances Willis*, and of her Marriage Portion, he the said *Brown Willis* did grant, release, and convey, all that capital Messuage or Mansion-house, situate in *Whaddon* aforesaid, where- in the said *Brown Willis* then dwelt, and the several Pieces or Parcels of Pasture Ground lying and being in *Whaddon* aforesaid, called or known by the several Names of the *Little Park*, the *Hall Meadow*, the *Riding Ground*, the *Old Lands*, and the *Old Lands Meadow*, and all that Parcel of Wood Ground lying and being in the Chase of *Whaddon*, being Part of *Shell's Hall Coppice*

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in the said Chace, and all other the Messuages, Lands, and Hereditaments, of the said *Brown Willis*, in the Parish of *Whaddon* aforesaid, with their and every of their Appurtenances, unto the said *Richard Lowndes* and *Charles Alcock*, their Heirs and Assigns, to the Use of him the said *Brown Willis*, for his Life; and, after his Decease, to the Use of the said *Thomas Willis*, for his Life; Remainder to the said *Richard Lowndes* and *Charles Alcock*, and their Heirs, during the Life of the said *Thomas Willis*, in Trust, to preserve the contingent Remainders; and, after his Decease, to the Use of the said *Frances Robinson*, now *Frances Willis*, for her Life; Remainder to the Use of the First and every other Son of the Body of the said *Thomas Willis*, on the Body of the said *Frances* to be begotten, successively, in Tail Male; Remainder to the Use of all and every the Daughter and Daughters of the said *Thomas Willis*, on the Body of the said *Frances* to be begotten, and the Heirs of her and their Body and Bodies respectively; and, for Want of such Issue, to the Use of the right Heirs of the said *Brown Willis* for ever; in which said Indenture of Release is contained a Proviso or Power for the said *Brown Willis*, by any Deed or Writing, or by his last Will and Testament, executed in the Presence of Three or more Witnesses, to charge the said Messuage, Lands, and Hereditaments (subject to, and without Prejudice to, the Estate therein limited to the said *Frances Willis*, for her Life), with any Annuity or Rent-charge, to be paid to such Person or Persons, and in Manner, as he should direct and appoint, free from all parliamentary and other Taxes, with usual Power of Distress and Entry for Non-payment thereof; so as the same did not exceed, in the Whole, the yearly Sum of Twenty Pounds:

And whereas the said *Thomas Willis* died in the Year One thousand Seven hundred and Fifty-six, leaving Issue by the said *Frances Willis* his Wife, now his Widow, only One Son, named *John Willis*:

And whereas the said *Brown Willis* died in the Year One thousand Seven hundred and Sixty, having first made his last Will and Testament in Writing; and, by a Codicil thereto, bearing Date the Twenty-first Day of *February* One thousand Seven hundred and Fifty-eight, did, in Pursuance of the Power reserved in and by the above-mentioned Settlement, charge the said Messuage, Lands, and Premises, in *Whaddon* aforesaid, with One Annuity or Rent-charge of Twenty Pounds above all Deductions, to commence and take Effect after the Death of the said *Frances Willis*, and to be paid unto *Pichard Eyre* Clerk, and *Robert*

*bert Lingen Burton*, Esquire, their Heirs and Assigns, by Half yearly Payments, in Trust for, and for the Use and Benefit of, his the said Testator's Second Grandson *Thomas Willis*, Son of his late Son *Henry Willis*, during his Life; and, after his Decease, for the Use of the Testator's Daughters *Gertrude Willis* and *Catherine Willis*, during their Lives; and, after their Deceases, for the Use and Behoof of the said *John Willis*, the Testator's Grandson, and his Heirs for ever:

And whereas the aforesaid Messuage is a very old Building, and greatly out of Repair, and the same, together with all the Lands, Hereditaments, and Premises, comprised in the said recited Settlement, are of the yearly Value of One hundred and Ten Pounds, and no more; but the same lying near, or adjoining to the Estate and Lands of *Thomas James Selby*, Esquire, in *Whaddon* aforesaid, he hath proposed and agreed to give the Sum of Three thousand Eight hundred and Forty Pounds for the Purchase thereof, in case a good Title can be made to the same Premises in Fee-simple; and, in regard the said Sum of Three thousand Eight hundred and Forty Pounds greatly exceeds the Value of the Inheritance of the said Messuage, Lands, and Premises, so belonging to, and vested in, the said *Frances Willis* as aforesaid, she is willing and desirous that the same should be sold, and that the Money arising thereby should be laid out in the Purchase of other Lands and Hereditaments, to be substituted and settled in lieu thereof to the same Uses:

But although the executing the said Proposal will begreatly for the Benefit and Advantage of the said *John Willis*, and all Persons claiming under the said Settlement; Yet, by Reason of the Minority of the said *John Willis*, the said Agreement cannot be perfected, nor can a good Title and Conveyance be made to the said *Thomas James Selby*, of, in, and to the Premises so proposed to be purchased by him as aforesaid, without the Aid and Authority of an Act of Parliament:

Wherefore the said *Frances Willis*, for herself, and on the Behalf of the said *John Willis* the Infant her Son,

Doth most humbly beseech your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, That the said Messuage or Tenement,



ment, in *Whaddon* aforesaid, and all the Lands, Grounds, Tenements, Hereditaments, and Premises, late of the said *Brown Willis* the Testator, in the Parish of *Whaddon*, which in and by the said Indentures of Lease and Release, herein before recited, were granted, settled, conveyed, limited, or assured, to the Uses and Purposes herein before mentioned, and all Houses, Edifices, Buildings, Offices, Orchards, Gardens, Hedges, Ditches, Mounds, Fences, Trees, Woods, Underwoods, Commons, Common of Pasture, Rights, Privileges, and Appurtenances whatsoever, to the said Messuage, Lands, and Premises, belonging or in any wise appertaining, or therewith, or with any Part thereof, held, used, occupied, or enjoyed; and the Reversion and Reversions, Remainder and Remainders, of the said Premises, shall, from and after the Twenty-eighth Day of *June* next, be vested in and settled upon                      and                      to the Use of them, their Heirs and Assigns for ever, freed, exonerated, and discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against the said Annuity or yearly Rent-charge of Twenty Pounds, and of, from, and against all the Uses, Estates, Trusts, Powers, Provisoes, Charges, and Limitations, in and by the said Indentures of Lease and Release, or Settlement, and the said Codicil to the Will of the said *Brown Willis*, limited, expressed, provided, and declared, of and concerning, or charged upon, the same Premises respectively, upon Trust, nevertheless, that they the said                      and                      or the Survivor of them, or the Heirs of such Survivor, upon Payment by the said *Thomas James Selby*, his Heirs, Executors, Administration or Assigns, to the said                      and                      or the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor of them, the said Sum of Three thousand Eight hundred and Forty Pounds, shall and do grant, bargain, sell, and convey, the said Messuage and Premises, hereby vested in them the said                      and                      and their Heirs, with all the Rights, Members, and Appurtenances, unto and to the Use of the said *Thomas James Selby*, his Heirs and Assigns, or to such Person or Persons as he or they shall in that behalf nominate, direct, or appoint.

And it is hereby further Enacted and Declared, That the said                      and                      and the Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed of the said Sum of Three thousand Eight hundred and Forty Pounds arising by such Sale, and to be paid by the said *Thomas James Selby* as aforesaid, in Trust, by and with the Consent and Approbation of the said

*Frances*

*Frances Willis*, during her Life, and, after her Decease, of the Guardian of the said *John Willis* the Infant, for the Time being, to lay out the same in the Purchase of Lands, Tenements, and Hereditaments, in Fee-simple, in *England*, in Possession; and do and shall settle, convey, and assure, or cause to be settled, conveyed, and assured, the Lands, Tenements, and Hereditaments, so to be purchased, to the Use and Behoof of the said *Frances Willis*, and her Assigns, for and during her natural Life; and, after her Decease, to the Use, Intent, and Purpose, that the said *Richard Eyre* and *Robert Lingen Burton*, and their Heirs, shall and may, yearly and every Year for ever, have, receive, take, and enjoy, by and out of the same Lands, Tenements, and Hereditaments, the yearly Rent or Sum of Twenty Pounds of lawful Money of *Great Britain*, without any Deduction or Abatement for or in respect of any Taxes, Assessments, or Impositions, or other Reprizes whatsoever; the said Annuity or yearly Sum of Twenty Pounds to be payable and paid at the Feasts of the Annunciation of the Blessed Virgin *Mary* and Saint *Michael* the Archangel, in every Year, by equal Portions; the First Payment thereof to begin and be made at or on such of the said Feasts as shall first and next happen after the Decease of the said *Frances Willis*; and also to this further Use, Intent, and Purpose, that they the said *Richard Eyre* and *Robert Lingen Burton*, and their Heirs, may have such Remedies and Powers for securing and recovering the Payment of the said annual Rent or yearly Sum of Twenty Pounds, and all Arrears thereof, by Entry and Distress, and Perception of the Rents and Profits of the said Lands and Tenements hereby charged with the same, as are usual in Cases of Rents Charge.

And it is hereby further Enacted and Declared, That they the said *Richard Eyre* and *Robert Lingen Burton*, and the Survivor of them, and the Heirs of such Survivor, shall stand and be seised of the said annual Rent or yearly Sum of Twenty Pounds hereby limited to and vested in them as aforesaid, upon the Trusts herein after-mentioned; that is to say, Upon Trust, to pay, apply, and dispose of, the same, unto the said *Thomas Willis*, Son of the said *Henry Willis*, deceased, and his Assigns, during his Life; and, after his Decease, unto the said *Gertrude Willis* and *Catherine Willis*, and the Survivor of them, during their Lives, and the Life of such Survivor; and, after the Decease of the Survivor of them the said *Thomas Willis*, *Gertrude Willis*, and *Catherine Willis*, then in Trust for the said *John Willis*, his Heirs and Assigns for ever; and as to, for, and concerning, the said Lands and Tenements hereby directed to be purchased as aforesaid, with their and every of their Appurtenances,

nances, immediately from and after the Decease of the said *Frances Willis*, but subject nevertheless, and charged and chargeable with, the said yearly Rent, and the Remedies and Powers hereby given and provided for securing and recovering the same, to the Use and Behoof of the said *John Willis*, and the Heirs Male of his Body lawfully to be begotten; and, for want of such Issue, to the Use and Behoof of the right Heirs of the said *Brown Willis* for ever.

**And it is hereby further Enacted and Declared,** That in the mean time, after the Sale and Conveyance of the Premises hereby vested in Trust to be sold as aforesaid, and until the said Sum of Three thousand Eight hundred and Forty Pounds, to be paid for the Purchase of the same Premises, shall be laid out in the Purchase of other Lands, Tenements, and Hereditaments, pursuant to this Act, it shall and may be lawful to and for the said *John Willis* and the Survivor of them, and the Heirs of such Survivor, by and with such Consent and Approbation as aforesaid, to place out the said Sum of Three thousand Eight hundred and Forty Pounds in the publick Funds, or in Government Securities, at Interest; and also from time to time, with the like Consent and Approbation, to call in the Money so to be placed out, and lay out the same again on new or other Securities of the like Nature, at Interest; and that the Interest, Dividends, and Proceed, arising and produced from the said Securities, shall go, and be paid and applied, to and for the Benefit of such Person and Persons, and for such Intents and Purposes, as the Rents and Profits of the Lands and Hereditaments, hereby directed to be purchased, should or ought to go, and be paid and applied, in case the same were purchased and settled pursuant to this Act.

**And it is hereby further Enacted and Declared,** That in the mean time, and until such Sale and Conveyance shall be made of the said Messuage and Premises at *Whaddon*, in manner aforesaid, the said *John Willis* and the Survivor of them, and the Heirs of such Survivor, do and shall permit the Rents, Issues, and Profits, of the Premises hereby vested in them for the Purposes aforesaid, to be had, received, taken, and applied, by and for the Benefit of such Person and Persons as would be intitled to, and ought to receive, the same, in case this Act had not been made.

**And, for the facilitating such Sale of the said Messuage, Lands, and Premises, It is hereby further Enacted and Declared,** by the Authority aforesaid, That the Receipt or Receipts



ceipts of the said                      and                      or the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand respectively, shall effectually discharge the said *Thomas James Selby*, his Heirs and Assigns, for so much of the Purchase-money for which such Receipt or Receipts shall be given; and that after such Receipt or Receipts shall be given, he and they shall be absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication, of the said Purchase-money, or any Part thereof.

And it is hereby further Declared and Enacted, That the said                      and                      shall not, nor shall either of them, or the Heirs, Executors, or Administrators, of either of them, be answerable or accountable for any Money to be received by virtue of the Trusts hereby in them reposed, any otherwise than each Person for such Sum or Sums of Money as he or they shall respectively actually receive; and that no One of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also that the said                      and                      and their respective Heirs, Executors, and Administrators, shall and may, out of the Rents and Profits of the said Messuage and Premises hereby vested as aforesaid, or out of the Money arising by Sale thereof, retain and reimburse to themselves for all Costs, Charges, Damages, and Expences, that they respectively shall or may sustain or be put unto in and about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *Frances Willis*, *John Willis* the Infant, and the Issue of his Body, and the Heirs of the said *John Willis*, the said *Gertrude Willis* and *Catherine Willis*, and the said *Thomas Willis*, Son of the said *Henry Willis*, and all and every other Person and Persons claiming or to claim any Estate, Use, Trust, Benefit, or Interest, by virtue of and under the said recited Settlement, and Codicil to the Will of the said *Brown Willis* respectively, or either of them); All such Estate, Right, Title, Interest, Claim, and Demand whatsoever, in, to, or out of, the said Messuage, Lands, Tenements, Hereditaments, and Premises, vested and settled by this Act, as they, every or any of them, had before the Passing of this Act, or should or might have had and enjoyed, in case the same had never been made.

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*selling a Message and Lands in Wadadon, in the County of Bucks, settled by the late Brown Willis, Esquire; on the Marriage of his Son; and for Purchasing another Estate, in lieu thereof, to be settled to the same Uses.*

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